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**BellSouth Telecommunications, Inc.** 

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Joelle J. Phillips

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August 20, 2002 ATORY AUTHORITY

## VIA HAND DELIVERY

The Honorable Sara Kyle, Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243

Re: Proposed Rules for the Provisioning of Tariff Term Plans and Special

Contracts

Docket No. 00-00702

Dear Chairman Kyle:

As directed by the Authority, BellSouth Telecommunications, Inc. ("BellSouth") and the Attorney General through the Office of the Consumer Advocate Division ("the Consumer Advocate") have agreed to submit for Authority approval the enclosed proposed Customer Notice Letter for use relating to Contract Service Arrangements ("CSAs") that are permitted to become effective, subject to further review pending the outcome of a rulemaking. Copies of the enclosed are being provided to counsel of record for all parties.

Cordially,

Jøelle Phillips

JP/jej

**Enclosure** 

cc: The Honorable Deborah Tate, Hearing Officer

## **CSA CUSTOMER NOTICE LETTER**

August 20, 2002

Name Address City, State  Re: Contract Service Arrangement No  TRA No  Dear Customer:  Please be advised that BellSouth has submitted Contract Service Arrangement No to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the State of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.  Depending on the action of the TRA, one of three events may occur:  1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;  2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund; or  3. If the CSA is modified or changed, you will be notified of these changes and have the option to either:  (a) continue the agreement under the changes ordered by the TRA or									
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(b) terminate the CSA. Such termination, however, will <u>not</u> trigger the termination liability charges set forth in the agreement.

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the State of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event you have questions regarding the foregoing, please contact your BellSouth Account Team.

cc: BellSouth Account Team
Tennessee Regulatory Authority

## CERTIFICATE OF SERVICE

I hereby certify that on August 20, 2002, a copy of the foregoing document was served on the parties of record, via the method indicated:

[ ] Hand [ ] Mail [ ] Facsimile [ ] Overnight	James Lamoureux, Esquire AT&T 1200 Peachtree St., NE Atlanta, GA 30309
[ ] Hand [ ] Mail [ ] Facsimile [ ] Overnight	James Wright, Esq. United Telephone - Southeast 14111 Capitol Blvd. Wake Forest, NC 27587
[ ] Hand Mail [ ] Facsimile [ ] Overnight	Christopher Warner Lexus of Nashville 1363 Westgate Circle Brentwood, TN 37027
[ ] Hand [ ☑ Mail [ ] Facsimile [ ] Overnight	Jon E. Hastings, Esquire Boult, Cummings, et al. P. O. Box 198062 Nashville, TN 37219-8062
[ ] Hand [ Mail [ ] Facsimile [ ] Overnight	Don Baltimore, Esquire Farrar & Bates 211 Seventh Ave., N., #320 Nashville, TN 37219-1823
[ ] Hand [ ] Mail [ ] Facsimile [ ] Overnight	Henry Walker, Esquire Boult, Cummings, et al. P. O. Box 198062 Nashville, TN 37219-8062
[ ] Hand Mail [ ] Facsimile [ ] Overnight	Charles B. Welch, Esquire Farris, Mathews, et al. 618 Church St., #300 Nashville, TN 37219

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Timothy Phillips, Esquire Office of Tennessee Attorney General P. O. Box 20207 Nashville, TN 37202

Deborah A. Verbil, Esquire SBC Telecom, Inc. 5800 Northwest Pkwy, #125 San Antonio, TX 38249